

ORDERED ACCORDINGLY.



1 **TIFFANY & BOSCO**
2 P.A.
3

2525 EAST CAMELBACK ROAD SUITE 300
2 PHOENIX, ARIZONA 85016
3 TELEPHONE: (602) 255-6000
3 FACSIMILE: (602) 255-0192

Dated: October 21, 2010

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr." followed by "U.S. Bankruptcy Judge".

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

4 Mark S. Bosco
5 State Bar No. 010167
Leonard J. McDonald
5 State Bar No. 014228
6 Attorneys for Movant

7 09-28132
8

9 **IN THE UNITED STATES BANKRUPTCY COURT**
10 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

No. 2:09-bk-27070-GBN

13 Pearl B. Salinas and Cruz R. Salinas, Pearl B.
14 Salinas and Cruz R. Salinas, Pearl B. Salinas and
Cruz R. Salinas, Pearl B. Salinas and Cruz R.
15 Salinas

Chapter 13

Debtors.

EX PARTE ORDER TERMINATING THE
AUTOMATIC STAY FOR FAILURE TO CURE
PURSUANT TO THE TERMS OF THE
ADEQUATE PROTECTION ORDER

16 Wells Fargo Bank, N.A.

17 Movant,
vs.

19 Pearl B. Salinas and Cruz R. Salinas, Pearl B.
20 Salinas and Cruz R. Salinas, Pearl B. Salinas and
Cruz R. Salinas, Pearl B. Salinas and Cruz R.
21 Salinas, Debtors; Edward J. Maney, Trustee.

22 Respondents.

24 Pursuant to the Order entered on July 14, 2010, attached hereto as Exhibit "A", and by this
25 reference incorporated herein, the above-referenced Debtors; were obligated to make specified payments
26 which they have failed to make.

1 The Debtors have failed to comply thereby necessitating a written Notice of Default.

2 Attached hereto as Exhibit "B" is a copy of the Notice of Default.

3 Based on the failure to cure the contractual agreement of the parties, the prior court order and
4 good cause appearing:

5 **IT IS HEREBY ORDERED** that the Automatic Stay is the above-entitled Bankruptcy case is
6 immediately extinguished for all purposes as to Secured Creditor, Wells Fargo Bank, N.A. and Wells
7 Fargo Bank, N.A. may exercise whatever state law or contractual rights it may have regarding the
8 property generally described as: 19351 West Corto Lane Buckeye AZ 85326 ("Property" herein) and
9 legally described as:

10 Lot 47, of GRAND VIEW RANCHES TWO, according to the plat of record in the office of the
11 County Recorder of Maricopa County, Arizona, recorded in Book 110 of Maps, Page 39.

13 **IT IS FURTHER ORDERED** that all conditions of the adequate protection order regarding
14 conversions are binding and are hereby affirmed in this Order as well.

15

16

17

18

19

20

21

22

23

24

25

26



1 **T I F F A N Y & B O S C O**
2 P.A.

2525 E. CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
TELEPHONE: (602) 255-6000
FACSIMILE: (602) 255-0192

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-28132

Dated: July 14, 2010

A handwritten signature in black ink, appearing to read "George Nielsen".

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

9 **IN THE UNITED STATES BANKRUPTCY COURT**
10 **FOR THE DISTRICT OF ARIZONA**

11 IN RE:

13 Pearl B. Salinas and Cruz R. Salinas,
14 Debtors.

15 Wells Fargo Bank, N.A.

16 vs.
17 Movant,

18 Pearl B. Salinas and Cruz R. Salinas, , Debtors;
19 Edward J. Maney, Trustee.

20 Respondents.

No. 2:09-bk-27070-GBN

Chapter 13

(Related to Docket #46)

**ORDER REGARDING
MOTION FOR RELIEF**

21 IT IS HEREBY ORDERED by and between the parties herein, through counsel undersigned,
22 that all stays and injunctions, including the automatic stays under U.S. Bankruptcy Code Section
23 362(a), are hereby vacated with respect to the real property which is the subject of the Deed of Trust
24 recorded in the records of the Maricopa County, Arizona Recorder's Office, wherein Pearl B. Salinas
25 and Cruz R. Salinas, Pearl B. Salinas and Cruz R. Salinas, are designated as trustors and Wells Fargo

1 Bank, N.A. is the current beneficiary, which Deed of Trust encumbers the following described real
2 property:

3 Lot 47, of GRAND VIEW RANCHES TWO, according to the plat of record in the office of
4 the County Recorder of Maricopa County, Arizona, recorded in Book 110 of Maps, Page 39.

5 IT IS FURTHER ORDERED that the debtors will cure the post-petition arrearages currently

6 due as follows:

7 6 Monthly Payments(s) at \$1,909.90	\$11,459.40
(January 1, 2010 - June 1, 2010)	
8 6 Late Charge(s) at \$80.36	\$482.16
(January 1, 2010 - June 1, 2010)	
9 Motion for Relief Filing Fee	\$150.00
Attorneys Fees	\$800.00
10 Suspense Amount	(\$3.72)
Total	\$12,887.84

12
13 1. The total arrearage shall be paid in six monthly installments. Payments one through
14 five (1-5) in the amount of \$2,147.98 shall be in addition to the regular monthly payment and shall be
15 due on or before the 15th day of the month commencing with the July 15, 2010 payment and
16 continuing throughout and concluding on or before November 15, 2010. The sixth final payment in
17 the amount of \$2,147.94 shall be paid on or before December 15, 2010.

18 2. In addition to the payment listed in Paragraph 1, the Debtors, will make the regular
19 post-petition payment due for July 1, 2010, which shall be made when due, and all subsequent
20 payments shall be made when due.

21 IT IS FURTHER ORDERED that Wells Fargo Bank, N.A. as the current beneficiary under
22 the above described Deed of Trust agrees not to conduct a Trustee's Sale or judicial "foreclosure" on
23 its Deed of Trust, so long as the terms of this ORDER are complied with. In the event of default in
24 making any payments described herein Secured Creditor is permitted, in its discretion, to conduct a
25 Trustee's Sale, judicial foreclosure, or take whatever other actions necessary to protect their interest

1 in the above legally described property upon giving written notice of such default to debtors, Debtors'
2 Counsel and Trustee and Debtors' failure to cure such default within fifteen (15) days of the date of
3 such notice. In the event said default is not cured within said fifteen (15) day period, all arrearages,
4 both pre-petition and post-petition shall become immediately due and payable in full and pre-petition
5 arrearages shall not continue to be payable under the terms of the Plan.

6 IT IS FURTHER ORDERED that if a default notice becomes necessary, Debtors will be
7 charged \$150.00 for fees and costs associated with handling the curing of the default, to be paid
8 together with the defaulted payment and late charge. Debtors shall tender the default payment, late
9 charge and the additional \$150.00 fee for attorney's fees and costs, as set forth above, in the form of a
10 cashier's check or money order, made payable to Movant. If the defaulted payments are not received
11 by Movant, together with the late charge and the \$150.00 default fee, within fifteen days after the
12 default notice was sent, all arrearages, both pre-petition and post-petition shall become immediately
13 due and payable in full and pre-petition arrearages shall not continue to be payable under the terms of
14 the plan.

16 IT IS FURTHER ORDERED that if Debtor' Bankruptcy Case No. 2:09-bk-27070-GBN is
17 dismissed, either voluntary or involuntary, for any reason, this ORDER will become null and void
18 and Wells Fargo Bank, N.A., and after such dismissal, may, in its discretion, conduct a Trustee's Sale
19 or judicial "foreclosure" on its Deed of Trust or take whatever other actions necessary to protect their
20 interest in the above legally described property.

22 IT IS FURTHER ORDERED that in the event of conversion by the Debtor to any other
23 bankruptcy chapter, the repayment portion of this Order shall become null and void, except that the
24
25
26

portion of this Order vacating the automatic stay under U.S. Bankruptcy Code Section 362 (a) shall
1 remain in full force and effect.
2

3 IT IS FURTHER ORDERED that any hearings scheduled in the matter are vacated.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

“Exhibit B”

1 **TIFFANY & BOSCO**
2 P.A.

3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

8
9 Mark S. Bosco
10 State Bar No. 010167
11 Leonard J. McDonald
12 State Bar No. 014228
13 Attorneys for Movant

14 09-28132

15 **IN THE UNITED STATES BANKRUPTCY COURT**
16 **FOR THE DISTRICT OF ARIZONA**

17 IN RE:

18 Pearl B. Salinas and Cruz R. Salinas,
19 Debtors.

20 _____
21 Wells Fargo Bank, N.A.

22 Movant,
23 vs.

24 Pearl B. Salinas and Cruz R. Salinas
25 Respondents.

26 No. 2:09-bk-27070-GBN

RE: Real Property Located at
19351 West Corto Lane
Buckeye, AZ 85326

Chapter 13

NOTICE OF DEFAULT

26 Wells Fargo Bank, N.A. secured creditor, (hereinafter referred to as “Secured Creditor”), by its
27 attorneys TIFFANY & BOSCO, P.A., hereby files this Notice of Default in the above-captioned case,
28 and avers as follows:

29 1. An Order was entered on July 14, 2010 which provides for the lifting of the stay imposed
30 by Section 362(a) of the U.S. Bankruptcy Code with respect to that certain Deed of Trust recorded in the
31 records of the Maricopa County, Arizona Recorder’s Office, which encumbers the following real
32 property:

Lot 47, of GRAND VIEW RANCHES TWO, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 110 of Maps, Page 39.

A Copy of said Order is attached hereto as Exhibit "A".

2. As of the date of this Notice of Default, the Debtors have not made the payments as required by the aforementioned Order. The Debtors are presently past due as follows:

2 Monthly Payments(s) at \$1,909.90	\$3,819.80
(July 1, 2010 - August 1, 2010)	
2 Late Charge(s) at \$80.36	\$80.36
(July 16, 2010 - July 16, 2010)	
1 Adequate Protection Charge(s) at \$2147.98	\$2,147.98
(July 15, 2010 - July 15, 2010)	
Attorneys Fees	\$150.00
Total	\$6,048.14

PARTIAL TENDERS WILL NOT BE ACCEPTED

3. Notice is hereby given to the Bankruptcy Court, Debtors, counsel for Debtors, and Trustee, that unless debtor's default under the terms of the Stipulation and Order is cured not later than fifteen (15) days from date of this Notice, that Movant will proceed, pursuant to the Court's Order lifting the stay, to conduct a Trustee's Sale or mortgage foreclosure, in its discretion, with respect to the above-described Deed of Trust.

DATED this 2nd day of August, 2010.

TIFFANY & BOSCO, P.A.

By /s/ MSB # 010167

Mark S. Bosco

Leonard J. McDonald

2525 East

Suite 300

Phoenix, Arizona 8501

*If the Debtor cures the default prior to the date of expiration this amount may be different.